



May 20, 2009

To Prospective Bidders:

Enclosed is the State's response to proposer questions concerning the Request for Proposals (RFP) for Park Store at Carnegie Vehicular Recreation Area located in San Joaquin County, California. The response package includes the following:

- The State's response, Addendum #2, to questions submitted by three proposers. Questions are presented exactly as submitted.

You may access materials referenced in this letter on the Concessions website at www.parks.ca.gov/concessions. If you have questions, please contact Concessions Specialist Diana Salter at (916) 653-8939 or dsalt@parks.ca.gov.

Sincerely,

James A. Luscutoff, Chief
Concessions, Reservations and Fees Division

Enclosure

**REQUEST FOR PROPOSALS
PARK STORE**

CARNEGIE STATE VEHICULAR RECREATION AREA

Addendum #2

May 15, 2009

State's Response to Questions Submitted by Three Proposers

The following Question 1 was submitted by Vicki Shipman

Question 1: I just wanted to provide a correction to the Q&A for Carnegie RFP:
MotoMart has three (3) satisfactory evaluations on file.

Answer 1: *The MotoMart has received 4 reviews.*

- 2/16/07 – Satisfactory
- 4/27/07 – Satisfactory
- 8/15/08 – Satisfactory
- 5/1/09 – Excellent

The following Questions 2- 26 were submitted by Tim and Sandy Castro

Question 2: What is the layout of the new building? I.e. how much square footage is devoted to:

- visitors center
- retail space
- food service
- motorcycle/ATV service area

Answer 2: *State will make determination during the development of the plans for the new facility.*

Question 3: Will the concessionaire have input/say in the planning and design of the new concession building?

Answer 3: *State will consider Concessionaire input on the design of new concession building. All final decisions will be made by the State.*

Question 4: Please provide Motomart's YTD Gross Receipts (July 08 to present) broken down monthly and separated into Food and Gen. Merchandise.

Answer 4: Sales figures are broken down into two categories, Food & Nonalcoholic Beverages and Merchandise. See following for July 2008 to March 2009.

<u>Month/Year</u>	<u>Food & Bev</u>	<u>Merchandise</u>
July 08	\$ 6,186.64	\$ 29,170.59
Aug 08	\$ 7,630.31	\$ 44,914.57
Sep 08	\$ 6,014.29	\$ 39,687.69
Oct 08	\$16,483.84	\$ 74,638.69
Nov 08	\$30,202.78	\$100,025.72
Dec 08	\$21,089.82	\$ 85,669.15
Jan 09	\$23,605.81	\$ 80,138.50
Feb 09	\$14,640.63	\$ 46,729.83
Mar 09	\$23,005.00	\$ 76,059.67

Question 5: Is seasonal and special sale signage allowed on the exterior of the existing concession building?

Answer 5: State will consider appropriate seasonal and special sale signage on exterior of concession building as described in Sample Contract Section 25.

Question 6: Is seasonal and special sale signage allowed on the exterior of the new concession building?

Answer 6: See response to Question 5 above.

Question 7: What is the required time frame for completion of the facility improvements identified in sample contract Exhibit J, ADA Required Site Modifications?

Answer 7: Within first contract year.

Question 8: Is concessionaire allowed to make improvements to the existing facility? What are the restrictions?

Answer 8: Existing building belongs to current concessionaire.

Question 9: Is the concessionaire involved in the planning of any park special events?

Answer 9: Prospective concessionaires may propose events under Concession Proposal, Operations Plan, Page 14. Special events are considered and approved by State under a Special Event Permit.

Question 10: Is concessionaire compensated when competing vendors are allowed in during special events? If no, please explain why.

Answer 10: *Refer to revised Sample Contract Section 6, Use of Premises regarding special events. There will be no compensation as State reserves the right to use property consistent with provisions of the Sample Contract.*

Question 11: Due to the non-exclusive status of the concession contract, what protection is provided to the selected concessionaire? Are there any guarantees that a competing long-term concession will not be granted?

Answer 11: *The State does not anticipate a competing long-term concession in the same location because it is not warranted by visitor need or demand.*

Question 12: How many handicapped persons visit Carnegie SVRA annually? How many are wheelchair bound?

Answer 12: We do not have those statistics.

Question 13: Can concessionaire add a concession trailer for food service adjacent to the existing store? If no, please explain why.

Answer 13: *Prospective concessionaires may propose this within the Facility Development Plan. Food service facilities are subject to Health Department requirements. Facilities in the temporary site shall remain generally within the current concession footprint. See State's response to Question 20, 22 and 26.*

Question 14: What equipment/ fixtures/ items will remain in the current concession building?

Answer 14: *The building, equipment and fixtures are part of the current concessionaire's personal property.*

Question 15: Can the concessionaire organize and promote special events within the park, with district approval?

Answer 15: *Yes with State approval and subject to a Special Event Permit.*

Question 16: Has anyone requested a special event liquor license (specifically beer and wine) and what was the outcome?

Answer 16: *That has not been requested in recent years. That would not be allowed.*

Question 17: Does the 7%/\$70,000 minimum rent start when the new building is completed and ready for occupancy? If not, please explain the reasoning.

Answer 17: *The minimum rent commitment of 8%/\$70,000 applies upon execution of the concession contract for the existing, temporary store and new store. The minimum annual rent (\$70,000 or as bid) may be reduced or eliminated during the first contract year with State's approval.*

Question 18: Can the concessionaire re-paint the outside of the existing concession building at their expense?

Answer 18: *Yes with State approval.*

Question 19: (a) Please be specific in stating the time-line and expected completion date for the new concession building. (b) If the new building is not completed within four years of granting the concession contract, will the state extend the term of the contract accordingly?

Answer 19: *If the new building is not completed within four years of the concession contract, the State may consider a contract extension commensurate with the delay.*

Question 20: What is the square footage of the existing store? What is the square footage and dimensions of the food service area? What is the square footage of any storage space?

Answer 20: *The existing building is about 1800 sf. The food service area is about 15' x 25'. There are two storage areas that total about 800 sf.*

Question 21: From the Sample Contract Exhibit J, ADA Required Site Modifications, "There are a lot of items in the store that block the aisles. Temporarily this may be ok." Is this "temporarily ok" until the new building is completed?

Answer 21: *The required modifications for ADA must be completed within the first contract year. ADA requirements referenced as "temporarily ok" apply to the existing store only. Any replacement modular unit and the new store aisles must meet ADA requirements.*

Question 22: If concessionaire is required to widen aisles and lower shelves and racks to become ADA compliant, will concessionaire be permitted to expand the store proportionally to compensate for lost merchandising space?

Answer 22: *Concessionaire will not be required to widen aisles and lower shelves and racks to become ADA compliant in existing store building. If the existing modular unit is replaced, the new modular must meet the ADA requirements and an expanded store may be considered to meet these needs.*

Question 23: Can concessionaire voluntarily make the store handicap accessible (wider aisles, lower shelves and racks) and enlarge the store to maintain at minimum the existing amount of merchandising space?

Answer 23: *See Answer to Question 22 above.*

Question 24: Can concessionaire rent a camping spot for an employee?

Answer 24: *No. The campground is maintained for the visiting public.*

Question 25: Are the two metal buildings/storage sheds at the rear of the store part of the concessionaire's space? Who do these existing buildings belong to?

Answer 25: *All concession buildings are personal property of concessionaire.*

Question 26: On the south side of the store, there is approximately thirteen feet between the exterior wall of the store and the logs that separate the store from the day-use parking area. Is this area designated for use by the concessionaire? If not, can it be?

Answer 26: *It is not currently designated for use. Proposers may submit proposed use under the Facility Development Plan of this Concession Proposal. Passageways must also comply with State Fire Marshal requirements.*

The following Questions 27-30 were submitted by Kris Koeberer, Vice President The California Parks Companies

Question 27: The removal of the construction project was specified in the first round of questions. What is the minimum level of financial capability requirement (page 12, Sec. D. Statement of Financial Capability) now that \$350,000 is no longer on the table? Since this is a pass/fail issue, please be specific regarding the amount to be demonstrated by the bank letter of commitment, et al.

Answer 27: *The revised RFP requires proposal to include facility improvements to equip the new store and complete minimum ADA requirements at existing building site. Refer to RFP Pages 12-13, 16, 17 and corresponding DPR 398 regarding ability to finance cost estimates for proposed facility improvements.*

Question 28: Is the 1981 General Development Plan the only currently approved guidance for the concessions authorized at Carnegie SVRA? Is the new General Management Plan available in draft form?

Answer 28: *The 1981 is the only General Plan available to the public at this time.*

Question 29: What is the estimated cost to remove the existing facility once the new Park Store is completed? Does this include remediation of any existing but as yet undetermined hazardous materials removal? Has the building been evaluated for asbestos content? Have any repairs been authorized or conducted that include servicing engines with antifreeze or lubricants that might have spilled?

Answer 29: *We do not have an estimate for the cost of removal of the building. That would be determined by the proposer. The building has not been evaluated for asbestos by the State. The building is the property of the current concessionaire.*

Question 30: How would the State score the bidder that "qualified" the Rental Guarantee at a figure in excess of the minimum of \$70,000 payable only upon the completion of the New Park Store and prorated from that date forward? Please specify if this is a disqualifying contingency?

Answer 30: *Proposals must specify a minimum annual rent of \$70,000 or they will be disqualified. Refer to State's response to Question #17.*